REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	RFB0920005016	Title of RFP	Security Assessment & Design Services		
Agency Iowa Department of Administrative Services (DAS)					
Number of year	ars of the initial tern	of the contrac	t 1 Number o	f possible annual extensions	5
Available to Po	olitical Subdivisions			Yes	
State Issuing O	Officer:				
Randy Worstell					
Phone: 515-725					
	orstell@iowa.gov				
Mailing Addres					
•	nt of Administrative Serv	ices			
	ffice Building, Level 3				
1305 East Waln					
,	Des Moines, IA 50319-0105 PROCUREMENT TIMETABLE—Event or Action Date/Time (Central Time)				
	2.22				
	tice of RFP on TSB w	ebsite		March 2, 2020	
State Issues RFP March 4, 2020					
RFP written questions, requests for clarification, and suggested changes from Respondents due March 17, 2020/1:00 P.N			March 17, 2020/1:00 P.M.		
Proposals Due	Proposals Due March 25, 2020/1:00 P.M			March 25, 2020/1:00 P.M.	
		Relevan	t Websites		
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov					
Internet website where contract terms and conditions are posted					
https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf					
Number of Copies of Proposals Required to be Submitted: 1 Original & 1 Digital					
Firm Proposal Terms					
The minimum number of days following the deadline for submitting proposals that the Respondent					
guarantees all	proposal terms, incl	uding price, will	remain firm is 120	Days.	

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

"Agency" means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

"Contract" means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

"Contractor" means the awarded business/person to provide the contractual services agreed upon.

"Deliverable" means the completion of a milestone or accomplishment of a task.

"General Terms and Conditions" means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"Respondent" means the company, organization or other business entity submitting a proposal in response to this RFP.

"Responsible Respondent" means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent's competence and qualifications to provide the goods or services requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

"RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

"State" means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. USB drive, etc.). It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Objectives

The State of Iowa seeks Respondents to perform the following:

- Identify security related threats from internal and external sources (e.g. access control, intrusion detection, video surveillance and monitoring, lock and key control).
- Identify and recommend actions to repair, upgrade or expand existing systems/solutions to mitigate risk.
- When needed provide design services for facilities and or parking lots.
- Note Assessment or design services will not include the electronic infrastructures i.e. computer and communication systems

1.5 Background

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Bids. The RFP process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Response.

Security assessments may include inspections, equipment evaluations and interviews. Provide recommendations specifications for security equipment and/or technology and providing prioritized threat/hazard mitigation strategies.

Respondents cannot complete security assessment in conjunction with sales and installation of recommended equipment and/or services.

1.6 Multiple Award

The State reserves the right to award multiple contracts based on the ability of Respondents to perform one or both solutions required for this RFP and the available funding. Some overlap of subject areas may be allowed for award purposes and is at the discretion of the State.

The State of Iowa is seeking Respondents to provide proposals providing security services capable of performing Optimization Security Assessments & Plans and/or ability to design Facility Security system.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at http://bidopportunities.iowa.gov/. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent. Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. <u>See Iowa Code Section 72.3</u>. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

- **2.12.1** The Respondent fails to deliver the Cost Proposal in a separate envelope.
- **2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- **2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- **2.12.4** The Respondent's Proposal limits the rights of the Agency.
- **2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- **2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- **2.12.7** The Respondent fails to include proposal security, if required.
- **2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- **2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- **2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- **2.12.11** The Respondent provides misleading or inaccurate responses.
- **2.12.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- **2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- **2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- **2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND** the information is confidential under Iowa or other applicable law.

2.20 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.23 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and

execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

2.27 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of lowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of lowa products and lowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.29 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.30 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.31 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.32 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page,

section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in separate sealed envelopes. The envelopes shall be labeled with the following information:

RFP Number: RFP0920005016

RFP Title: Security Assessment & Design Services

Randy Worstell

Iowa Department of Administrative Services

Hoover State Office Building, Level 3

1305 East Walnut Street

Des Moines, IA 50319-0105

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

3.1.2 1 Original & 1 Digital of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents
Original Technical Proposal
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital
media (if submitted)

Cost Proposal Envelope Contents
Original Cost Proposal
Cost Proposal on digital media

- **3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- **3.1.4** Proposals shall not contain promotional or display materials.
- **3.1.5** Attachments shall be referenced in the Proposal.
- **3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall <u>sign</u> the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

Exhibit 2 - Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to: https://das.iowa.gov/procurement/vendors/how-do-business

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 6 - Termination, Litigation, and Debarment

The Respondent must provide the following information for the past five (5) years:

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of
 others. Describe the circumstances and disposition of the irregularities. Failure to disclose
 these matters may result in rejection of the Proposal or termination of any subsequent
 Contract. The above disclosures are a continuing requirement of the Respondent. Respondent
 shall provide written notification to the Agency of any such matter commencing or occurring
 after submission of a Proposal, and with respect to the successful Respondent, following
 execution of the Contract.

Exhibit 7 - Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel and consultants who will be involved in the performance of the Contract.

Exhibit 8 - Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

Exhibit 9 - Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

Exhibit 10 - Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

Exhibit 11 - Mandatory Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Exhibit 12 - Security Assessment Services

- Describe Respondent's experience in performing security assessments and technical security designs for municipal facilities reference checks may be used in evaluation of proposals.
- Demonstrate experience in conducting security work for government institutions of similar or larger size and scope.
- Provide an estimate of State of Iowa staff time required to complete the Security Assessment.
- Describe recommended strategy including on-site coordination and support services, best practice consulting options and professional services.
- Identify any third-party Respondents involved in Respondent's implementation strategy and describe these relationships.
- Identify the types of deliverables that would be provided as a part of this service.

Exhibit 13 – Security System Design Service

- Describe Respondent experience with designing Facility Security Systems and Security Management Systems.
- Describe Respondent experience with designing Access Control, Intrusion Detection and Perimeter Protection Systems.
- Describe Respondent experience with designing Digital and Analog Video Security Systems
- Describe recommended strategy including on-site coordination and support services, best practice consulting options and professional services.
- Provide an estimate of State of Iowa staff time required to complete the Security System Design, if different then Exhibit 11.
- Describe recommended strategy including on-site coordination and support services, best practice consulting options and professional services, if different then Exhibit 11.
- Identify any third-party Respondents involved in Respondent's implementation strategy and describe these relationships, if different then Exhibit 11.
- Identify the types of deliverables that would be provided as a part of this service.

Exhibit 14 – Sample Reports

Provide a sample or example of an Assessment Report and/or showing proposed report layout and format.

Exhibit 15 – Options

Provide detailed information for any optional items or services that may be available. (Include costs for these items in the Cost Proposal)

Exhibit 16 - Performance Measures

Provide details on how you measure performance success, track issues, customer satisfaction and any other key performance measurements.

Exhibit 17 - Addendums

Provide signed copy of posted RFP addendums (Scoring addendum not required).

Exhibit 18 - Request for Confidentiality

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms.

Cost proposals must include the following:

- Hourly Rate by Position Regular and Overtime Rate
- Materials/Equipment List Percentage of mark-up on actual cost.
- Pricing for options.
- Any other associated costs.

NOTE: The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services – Sate Accounting Enterprise Procedures 210.130 and 210.245 (accessible at https://das.iowa.gov) for limits on travel expenses.

3.3.1 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.1.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

All items listed in this section are Mandatory Specifications. Respondents must indicate either "yes" or "no" to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating "yes" a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent's compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1 Security Assessment Requirements

- **4.1.1** Respondent must be certified by the American Society for Industrial Security as a Certified Protection Professional (CPP) or Physical Security Professional (PSP) or a Certified Security Consultant (CSC) or equivalent association.
- **4.1.2** Respondent must have the ability to perform security assessment of State of Iowa facilities and/or Subs.
- **4.1.3** Respondent must have the ability to recommend solutions to eliminate/mitigate risk and safeguard employees, guests, general public, and State resources.
- **4.1.4** Respondent must have the ability to Review of current security systems (e.g. access control, intrusion detection, video surveillance and monitoring, lock and key control) and identify security related threats from internal and external sources for during and after operating hours.
- **4.1.5** Respondent must have the ability to identify and make recommended actions that mitigate and/or eliminate risk.

- **4.1.6** Respondent shall provide a report containing recommendations for number, type, description, specifications and location of assessment and provided suggested methods for correction and/or mitigation.
- **4.1.7** Respondent shall furnish all labor, materials, equipment, and incidental items necessary to complete assessment.
- **4.1.8** Respondent employees may be subject to background check completed by the State of lowa.
- **4.1.9** Respondent shall respond to assessment request within 48 hours.
- **4.1.10** Respondent must maintain the minimum insurance requirements stated in Section 6.3.3.
- **4.1.11** Respondent shall not be in the business of selling security systems hardware.
- **4.1.12** Respondent shall adhere to work rules of the applicable facility.

4.2 Security System Design Requirements

- **4.2.1** Certified by the American Society for Industrial Security as a Certified Protection Professional (CPP) or Physical Security Professional (PSP) or a Certified Security Consultant (CSC) or equivalent association.
- **4.2.2** Respondent must have the ability to perform facility security system design for the State of Iowa facilities and/or subcontractors.
- **4.2.3** Respondent must have the ability to design solutions to eliminate/mitigate risk and safeguard employees, guests, general public, and State resources.
- **4.2.4** Respondent must have the ability to design security systems (e.g. access control, intrusion detection, video surveillance and monitoring, lock and key control) and recommend security related threats from report containing recommendations for number, type, description, specifications and location of assessment, and provided suggested methods for correction and/or mitigation.
- **4.2.5** Respondent shall furnish all labor, materials, equipment, and incidental items necessary to complete design.
- **4.2.6** Respondent employees may be subject to background check completed by the State of lowa.
- **4.2.7** Respondent must maintain the minimum insurance requirements stated in Section 6.3.3.
- **4.2.8** Respondent shall not be in the business of selling security systems hardware.

4.2.9 Respondent must adhere to work rules of the applicable facility.

4.3 Post Delivery Documentation

Respondent must provide the assessment reports and recommendation only to the requesting agency and copies cannot be release without written consent of that Agency or proper authority.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer "Yes" to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent's Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

5.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondents upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent's technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent = <u>Technical Evaluation Points Received</u> x Maximum Points in Cost Evaluation Technical Evaluation Points Possible

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded = <u>Lowest Cost Proposal Received</u> x Points Possible for Respondent Cost Proposal Being Evaluated

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

5.5 Tied Score and Preferences

- 5.5.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- **5.5.2** Notwithstanding the foregoing, if a tied score involves an lowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.5.3 In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- **5.5.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.



SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- **6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2 Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

- **6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- **6.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

6.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

6.2.2 Limitation of Liability

lowa Code section 8A.311(22) and 11 lowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with lowa law or administrative rules is a request with which the State cannot agree.

6.2.3 Jurisdiction and Venue

lowa Code chapter 13 establishes that the lowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the lowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

6.3 Special Terms and Conditions

6.3.1 Term Length

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5), not to exceed a total contract term of six (6) years] additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.

6.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut horization_form.pdf

6.3.2.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

6.3.2.4 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses

the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- **6.3.2.5.1** Contractor shall comply with <u>Payment Card Industry Data Security Standard (PCI DSS)</u> to assure confidential card information is not compromised;
- **6.3.2.5.2** Contractor shall adhere to <u>Fair and Accurate Credit Transactions</u>

 <u>Act</u> requirements that limit the amount of consumer and account information shared for greater security protection;
- 6.3.2.5.3 Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- **6.3.2.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- **6.3.2.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- **6.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- **6.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

6.3.2.6 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

6.3.2.7 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

6.3.2.8 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

6.3.2.9 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

6.3.3 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including	General Aggregate	\$2 million
contractual liability) written	Products –	
on an occurrence basis	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by lowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the

Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.3.4 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

6.3.5 Administrative Fee

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

Attachment #1 Certification Letter

(Date)	
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Randy Worstell, Issuing Officer Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105

Re: RFP0920005016 - PROPOSAL CERTIFICATIONS

Dear Randy Worstell:

I certify that the contents of the Proposal submitted on behalf of (Name of Respondent) in response to Iowa Department of Administrative Services for RFP0920005016 for a Security Assessment & Design Services are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

- 1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
- 2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
- 3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
- 4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
- 5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Name and Title of Authorized Representative

Pursuant to *lowa Code sections 423.2(10)* and 423.5(8) (2016) a retailer in lowa or a retailer maintaining a business in lowa that enters into a contract with a state agency must register, collect, and remit lowa sales tax and lowa use tax levied under *lowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

-	submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check which box that is olicable).
	Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by <i>Iowa Code chapter 423</i> ; or
	Respondent is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in <i>lowa Code subsections 423.1(47) and (48)(2016)</i> .
the Age	pondent also acknowledges that the Agency may declare the Respondent's Proposal or resulting contract void if above certification is false. The Respondent also understands that fraudulent certification may result in the ency or its representative filing for damages for breach of contract in additional to other remedies available to ency.
Sind	cerely,
Sigr	nature

Date

Attachment #2 Authorization to Release Information Letter

Authorization to Release Information Letter
(Date)
Randy Worstell, Issuing Officer Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105
Re: RFP0920005016- AUTHORIZATION TO RELEASE INFORMATION
Dear Randy Worstell:
(Name of Respondent) hereby authorizes the lowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP0920005016.
The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.
The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.
The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.
The Respondent further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.
A photocopy or facsimile of this signed Authorization is as valid as an original.
Sincerely,
Signature Signature
Name and Title of Authorized Representative Date

Attachment #3 Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF NO INFORMATION PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF THE PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent's request for confidentiality that does not comply with this form or a Respondent's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent's request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 - No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal.

• Fill in and sign the following if you have provided no confidential information. If signing this Part

1, do not complete Part 2.			
Company	RFP Number	RFP Title	
Signature (required)	Title	Date	

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed <u>ONLY</u> if Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- Completion of this Form is the sole means of requesting confidential treatment.
- A RESPONDENT MAY NOT REQUEST PRICING INFORMATION BE HELD IN CONFIDENCE.

Completion of the Form and Agency's acceptance of Respondent's submission does not guarantee the agency will grant Respondent's request for confidentiality. The Agency may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

<u>, </u>	add additional pages using the same format as the table below.					
RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.		

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.
- Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.

Company	RFP Number	RFP Title	
Signature (required)	 Title	 Date	

Attachment #4

Pricing Matrix

	Regular Hours Monday thru Friday (7 am to 5 pm)	After Hours Monday thru Friday (5:01 pm to 6:59 am, weekends & holidays)
Evaluation Consultant (Hourly Rate)		
Equipment Rental (Percentage mark-up of actual cost)		
Others		
Design Consultant (Hourly Rate)		
Equipment Rental (Percentage mark-up of actual cost)		
Others		

Attachment #5 Response Check List

RFP REFERENCE SECTION		RESPONSE INCLUDED	
		No	
One (1) original Proposal and One (1) electronic copy on digital media.			
One (1) Public Copy with Confidential Information Excised (optional)			
One (1) original Cost Proposal and One (1) electronic copy on digital media.			
Technical Proposal			
Exhibit 1 - Transmittal Letter			
Exhibit 2 - Executive Summary			
Exhibit 3 - Firm Proposal Terms			
Exhibit 4 - Respondent Background Information			
Exhibit 5 - Experience			
Exhibit 6 - Termination, Litigation, and Debarment			
Exhibit 7 - Criminal History and Background Investigation			
Exhibit 8 - Acceptance of Terms and Conditions			
Exhibit 9 - Certification Letter			
Exhibit 10 - Authorization to Release Information			
Exhibit 11 – Mandatory Specifications			
Exhibit 12 – Security Assessment Services			
Exhibit 13 – Security System Design Services			
Exhibit 14 – Sample Reports			
Exhibit 15 – Options			
Exhibit 16 – Performance Measures			
Exhibit 17 - Addendums			
Exhibit 18 - Request for Confidentiality			

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Paul Trombino III, Interim Director

April 13, 2020

To: All Potential Respondents

From: Randy Worstell, Purchasing Agent

Subject: RFP0920005016

Addendum Two

Please amend the subject RFP to include answers to the following timely received questions:

- Q1. Would you be able to provide more information regarding the scope of work for this project? Information pertaining the type of operation, number and sq. of facilities, as well as desired completion time would aid in providing you with a more accurate estimation of cost and a detailed approach. but we did not see one provided in the RFP. Is this something we just create?
- A1. This is a general RFP to identify qualified and pre-selected suppliers to place on Master Agreements for Security Assessment and Design Services. State Agencies and Department will contact selected supplier with a Scope of Work and Timeline when a need for assessment or design service arise. If you would like to provide a Request for Service template
- Q2. Given the challenges of the pandemic, may additional time be granted for our solicitation. Our workforce is presently working remotely under social distancing recommendations.
- A2. Addendum One pushed the Response Due Date to April 30, 2020 @ 1:00 P.M. central time. This is being monitored to determine if another delay maybe considered.
- Q3. Does the state have an incumbent presently?
- A3. No
- Q4. Is in-state consultant desired?
- Covered in Section 2.28 A4.
- Q5. Does the state have standardized documentation for security systems or is this all performance based, and will need to be created by consultant?
- A5. This will be performance based, and will need to be created by consultant?

- Q6. What is the expected value of tasks?
- A6. Unable to determine value at this time,
- Q7. Is this solely for hourly rates? If individual asks are to be procured, can we obtain additional scope details?
- A7. This proposal is requesting hourly rates by positions, if you have a different pricing model please include along with the hourly rates.
- Q8. Is there a break out of assessment/design anticipated? Can a percentage allotment be provided?
- A8. Since the contract will be open to all State Agency and Political Subdivisions there is no way of anticipate the break out between assessment vs design.
- Q9. What is the average building size that may require assessment or design services?
- A9. Since the contract will be open to all State Agency and Political Subdivisions there is no way of determining average building size/type or location.
- Q10. What building types may require these services?
- A10. Mainly Office Complexes and/or Warehouses, but other types are possible.
- Q11. Is there a general location, or will it be across the state?
- A11. Current need is within the Capital Complex located in Des Moines, IA but the Master Agreement is anticipated to be open State Wide
- Q12. Are hazardous conditions anticipated?
- A12. No hazardous condition expected.
- Q13. Are assessments to include operational reviews? Emergency preparedness? Policies, procedures?
- A13. No, not part of this scope
- Q14. What is the expected amount of work? For instance, how many consulting tasks are anticipated in a year?
- A14. Undetermined at this time.
- Q15. Will the consultant be required to develop door hardware schedules?
- A15. This depends on the site requesting the assessment.

- Q16. Are electrical, mechanical, telecommunication, fire alarm design services also envisioned?
- A16. Not include in the scope of this Master Agreement.
- Q17. Will vendors be allowed to bid? Is service independence required? I.e. (security guard companies cannot participate.)
- A17. Section 4.1.11 and 4.2.8 refence "Respondent shall not be in the business of selling security systems hardware" service independence is required.
- Q18. Will we prepare design and provide to state for bid administration?
- A18. Yes, we will be asked to provide designs and specification/recommendations for equipment, the State will be responsible for preparing any bid documents.
- Q19. Sample reports are required. We would suggest a table of contents. Reports are confidential and cannot be released. If shortlisted, we could provide a review of a report in person, but not digitally. Is this acceptable?
- A19. We are asking for a "Mock" report, please DO NOT include any customer information.
- Q20. Please further define cash discount. Are you proposing to pay us in cash directly?
- A20. The State of Iowa standard Payment Terms is Net 60 days, the question refers to any discount the supplier might offer for early payment (Example: 2% discount for payment in 15 days).
- Q21. Must all team member have staff that are certified, or is only the Project Manager required to hold this certification?
- A21. It's find if only the Project Manager holds the certification.
- Q22. Regarding the following statement:" Respondent must have the ability to perform security assessment of State of Iowa facilities and/or Subs." What is meant by the statement "/or Subs?"
- A22. The term "Subs" means the Master Agreement would be open for Municipalities, City, Counties and School Districts in the State of Iowa to participate in at the contracted pricing.
- Q23. Please define the term "respond" with regards to the following statement: "Respondent shall respond to assessment request within 48 hours.".
 - Does this mean respond and schedule or does this mean be on-site and begin assessment?
- A23. This means the selected respondent would have 48 hours to acknowledge the receipt of an Assessment or Design request and begin discussion with requestor on timeframe and scope of work.

- Q24. Regarding the statement, "Respondent must provide the assessment reports and recommendation only to the requesting agency and copies cannot be release without written consent of that Agency or proper authority". can the following be added: unless legally obligated to do so.
- A24. Yes, we can include the suggested change.
- Q25. Minus element identified, is there any other scoring criteria? Is this a cost driven exercise?
- A25. The scoring elements and scoring criteria will be posted prior to bid closing.
- Q26. Has a budget been allocated for FY20/21?
- A26. No
- Q27. Can you provide any insight on the historical scope of this type of service in the past few years? How many separate projects?
- A27 This type of work has never been performed under a Master Agreement for the State of Iowa in the past. There may have been Agency/Department specific projects in the past
- Q28. On page 17, paragraph 4.1.9 of the RFP, the State calls for a 48-hour response to an assessment request. Will the State accept a phone call or e-mail as a response to a request?
- A28 Same Question 23, please see A23.
- Q29. Does the State have a target number of assessments being completed each year?
- A29 Undetermined at this time.
- Q30. Does the State have an incumbent contractor conducting security assessments?
- A30. No
- Q31. What is the size of the largest facility and the smallest facility the state will require security assessments to be completed?
- Unable to determine at this time, State of Iowa has 17 Agencies 27 Facilities and 85 Building and approx. 185 leases.
- Q32 On page 14, Exhibit 13 Security Systems Design Service of the RFP, the fifth bullet statement reads: "Provide an estimate of **State of Iowa** staff time required to complete the Security System Design if different then Exhibit 11."

 Should the fifth bullet statement be changed to read:
 - Provide an estimate of **Respondent** staff time required to complete the Security System Design if different then Exhibit 11?

A32	The statement in the RFP is correct, we are looking for the estimate time required by State of Iowa staff will be needed to assist the Respondent to complete the Assessment or Design project.
Q33.	On page 15, paragraph 3.3 of the RFP, the State asks for costing information broken down by hourly rate by position. The RFP states this work can be a 6-year contract. Does the State want the hourly rates extended each year showing the cost escalation for inflation per year, per position?
A33	The State would like hold cost flat year over year but understand that there could be economic factor beyond our control. Rate increases can be addressed during the Master Agreement renewal phase each year.
Q34.	As our great Nation learns to cope and deals with the pandemic of COVID-19 outbreak; will the State of Iowa allow for possible delays respondents may encounter in being able to submit proposal by the March 25, 2020, 1 PM deadline?
A34.	Similar to Q2. See A2.
	owledge receipt of this addendum by signing in the space provided below, and return this
letter with y	our offer (do not send back separately).

Date

I hereby acknowledge receipt of this addendum.

Signature

Typed or Printed Name

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Paul Trombino III, Interim Director

March 19, 2020

To: All Potential Respondents

From: Randy Worstell, Purchasing Agent

Subject: RFP0920005016 Security Assessment & Design Services

Addendum One

Because the current national crisis and travel restrictions, we having made the following changes to the subject RFB is amended as follows:

1. The final due date and time for "Bid Due" as stated on the RFB cover page is amended to be April 30, 2020, 1:00 P.M.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your bid (do not send back separately).

I hereby acknowledge receipt of this addendum.			
Signature	 Date		
Typed or Printed Name			



Paul Trombino III, Interim Director

April 27, 2020

To: All Potential Respondents

From: Randy Worstell, Purchasing Agent

Subject: RFP0920005016 Security Assessment & Design Services

Addendum Three

Because the current national crisis and travel restrictions, we having made the following changes to the subject RFB is amended as follows:

- 1. Change to Section 2.8 Submission of Proposals process. Please submit the Technical proposal and Cost proposal in separate attachments via email to the Issuing Officer's email: randy.worstell@iowa.gov
 - Because of attachment size limitation within our email systems please eliminate any unnecessary graphics.
 - The cost proposals should be sent as a password protected ".zip" file
 - Do NOT send the password for the ".zip" until after the Technical proposal are scored and you are contacted for the password.
 - The final due date and time for "Bid Due" remain to be April 30, 2020 @ 1:00 P.M. as stated in Addendum One.

Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your bid (do not send back separately).

I hereby acknowledge receipt of this addendum.		
Signature	Date	
Typed or Printed Name	<u> </u>	